

December 6, 2021

THE FIFTH JUDICIAL DISTRICT COURT

**Request for Proposal**

*RFP Moving Services – 5<sup>th</sup> JDC Lea County Judicial Complex  
Fifth Judicial District Court*

**RFP #235-22-01**

**Submittal Deadline:**

**4:00 PM**

**WEDNESDAY, DECEMBER 29, 2021**

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The Procurement Code, NMSA 1978, §13-1-28 through §13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kick-backs.

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#### **A. PURPOSE OF THIS REQUEST FOR PROPOSAL**

The purpose of this Request for Proposal (RFP) is to solicit sealed Proposals from qualified firms for Moving Services to be conducted at the Lea County District Court and Lea County Judicial Complex, located in Lovington, NM in accordance with the Scope of Work specified in this Request for Proposal (RFP) document.

#### **B. FIFTH JUDICIAL DISTRICT COURT BACKGROUND**

The 5<sup>th</sup> Judicial District Court is comprised of three District Courts located in Roswell, Lovington and Carlsbad, New Mexico and seven Magistrate Courts located in Roswell, Artesia, Carlsbad, Hobbs, Lovington, Eunice, and Jal, New Mexico. The Administration and Financial Departments of the 5<sup>th</sup> JDC are located at the Chaves County District Court in Roswell, New Mexico. This RFP pertains specifically to the Lea County District Court located in Lovington, New Mexico.

#### **C. PROCUREMENT CONTACTS**

The 5<sup>th</sup> JDC has assigned one contact in the procurement of this RFP.

Kennon Crowhurst, Court Executive Officer (CEO)

P. O. 1776

Roswell, New Mexico 88202-1776

Phone: 575-622-2565, Ext 127

Fax: 575-624-7501

E-mail: [rosdkmc@nmcourts.gov](mailto:rosdkmc@nmcourts.gov)

#### **D. DEFINITION OF TERMINOLOGY**

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

*Agreement Administrator:* the State Purchasing Division of the General Services Department  
*Authorized Purchaser:* an individual authorized by a Participating Entity to place orders against this contract.

*Business Hours:* 8:00 AM through 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

*Close of Business:* 5:00 PM Mountain Standard or Daylight Time, whichever is in effect on the date given.

*Contractor:* the successful offeror who enters into a Price Agreement with SPD and/or the Participating Entity.

*Desirable:* the terms “may”, “can”, “should”, “preferably”, or “prefers” identify a desirable or discretionary item or factor.

*Determination:* the written documentation of a definition of a decision of a procurement manager,

including findings of fact required to support a decision. A determination becomes part of the procurement file.

*Evaluation Committee:* a body appointed by the Procurement Manager to perform the evaluation of Offeror's proposals.

*Evaluation Committee Report:* a report prepared by the Procurement Manager and the Evaluation Committee for contract award that will contain written determinations resulting from the procurement.

*Finalist:* an Offeror and/or Offerors who meet all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

*Hourly Rate:* the proposed fully-loaded maximum hourly rates that include travel, per diem, fringe benefits, and any overhead costs for contractor personnel as well as subcontractor personnel, if appropriate.

*Mandatory:* the terms "must", "shall", "will", "is required", or "are required" identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror's proposal as nonresponsive.

*Price Agreement:* a definite quantity contract or indefinite quantity contract that requires the contractor to furnish services to the Procuring State agency.

*Procurement Manager:* the person or designee authorized to manage or administer a procurement requiring the evaluation of competitive sealed proposals.

*Procuring State Agency:* any governmental state agency procuring services or goods from the Statewide Price Agreement.

*Project:* a temporary process undertaken to achieve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is completed and project acceptance is given by the project executive sponsor.

*Project Manager:* a Procuring State Agency employee assigned by the Procuring State agency to oversee the contract work.

*Responsible Offeror:* an Offeror submitting a responsive proposal and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation, and experience are adequate to make satisfactory delivery of the services described in the proposal.

*Responsive Offer or Responsive Proposal:* an offer or proposal that conforms in all material respects to include but are not limited to price, quality, quantity, or delivery requirements.

*Solicited and Awarded:* an Invitation to Bid or RFP was made available to the general public, through any means.

*SPA:* Statewide Price Agreement entered into by SPD for agencies to use to enter into contracts.

*SPD:* State Purchasing Division of the New Mexico General Services Department.

*Staff:* a full-time, part-time, or an independently contracted employee with the Offeror's company.

*State:* the State of New Mexico.

*State agency:* the State Purchasing Division of the General Services Department.

*State Entity:* any state entity that is eligible under the procurement code to use the Statewide Price Agreement.

*State Purchasing Agent:* the purchasing agent for the State or a designated representative.

*WSCA:* Western States Contracting Alliance

### E. Sequence of Events

The Chief Procurement Manager (CPM) will make every effort to adhere to the following schedule:

Action	Responsibly Party	Dates/Deadlines
1. Issue RFP	5 <sup>th</sup> JDC/CPM	December 7, 2021
2. Distribution List	5 <sup>th</sup> JDC/CPM/Administration	December 7, 2021
3. Pre-Proposal Conference	5 <sup>th</sup> JDC/CPM/Administration	December 14, 2021, 1:00 PM at the Lea District Courthouse/Lea County Judicial Complex
4. Deadline to Submit Questions regarding the RFP	Potential RFP Offerors	December 17, 2021, 4:00 PM MST
5. Response to Written Questions	CPM/Administration	December 23, 2021
6. <i>Deadline for RFP</i>	<i>Potential RFP Offerors</i>	<i>December 29, 2021, 4:00 PM MST</i>
7. Potential Evaluation & Finalist	Evaluation Committee	January 3, 2022
8. Award Notification	5 <sup>th</sup> JDC/CPM/Administration	January 7, 2022
9. Contract	5 <sup>th</sup> JDC/Administrative Authority/ Administration	January 12, 2022

### F. SCOPE OF WORK

The scope of work consists of the following elements or services to be provided to the 5th JDC, specifically moving services to be performed at the Lea County District Court/Lea County Judicial Complex, located at 100 N. Main St., Lovington, New Mexico on a to be determined date in the near future.

- 1-1. Two weeks before the scheduled move date, Contractor will provide an adequate number of appropriate-sized plastic closeable bins with dollies and file-moving carts (**see photo #1 as an example of the equipment expected to be provided**) to Court personnel at the Lea County District Courthouse located at 100 N. Main Street, Lovington, NM 88260. Two weeks later, Contractor will perform related moving services of minor office furniture, personal items, materials, records, small appliances, office equipment, books, files, and other items typically found in a professional setting as described in detail below and as illustrated in the photos at the end of this document.
- 1-2. Detailed aspects of the move will involve loading and transporting items described

above which are currently located in the offices, courtrooms, and storage rooms at the Lea District Courthouse (100 N. Main Street, Lovington, NM 88260) and delivering them to the offices, courtrooms, and storage rooms located at the new Lea County Judicial Complex (313 E. Central Ave, Lovington, NM 88260). The new Lea County Judicial Complex is located one block east of the Lea District Courthouse, a distance of approximately 200 yards exists between the two buildings.

- 1-3. The dates of the moving services will be determined at a later date following the award of this RFP and in consultation with the awarded bidder, but is anticipated to be completed on or before April 30, 2022. Prospective bidders must be able to begin moving services no later than three weeks from the date of notification that the Court is ready to begin the moving process. Notification of this date will be delivered by the CPM or the CEO of the 5<sup>th</sup> JDC. Prospective bidders may conduct a walk-through of the spaces at the Lea District Court and the Lea County Judicial Complex with the CEO on Wednesday, December 14, 2021 at 1:00 p.m. MST, prior to the award of this contract, to determine the number of personnel, tools, and equipment needed to accomplish an efficient and professional move within the specified completion time. Participation in this pre-proposal conference is voluntary and not mandatory of prospective bidders.
- 1-4. RFP responses should take into consideration that working hours on the dates of the move will be limited to 8:00 a.m. to 5:00 p.m., MST, and only on weekdays. Early, after hour, or weekend work is not allowed. All materials to be provided by Contractor (i.e. boxes, bins, crates, carts, packing protection, etc.) for packing of records and office contents shall be delivered to the Lea County District Courthouse two full weeks prior to the scheduled move date.
- 1-5. Items to be moved include, but are not limited to:
  - 1-5.1. Standalone Office Furniture in Clerk's Office, Judges' and Court Staffs' Offices – Couches, chairs, bookcases, filing cabinets, etc.
  - 1-5.2. Personal items in Clerk's Office, Judges' and Court Staffs' Offices – personal items, office supplies, small desktop equipment, calculators, books, desk files, etc.
  - 1-5.3. Office Equipment in Clerk's Office, Judges' and Court Staffs' Offices – shredders, personal computers, monitors, printers, scanners, keyboard/mice, and other peripheral devices, microwaves, mini refrigerators, etc. **See photos #6 and #7 for examples.**
  - 1-5.4. Records and files from 3<sup>rd</sup> floor storage room:
    - 1-5.4.1. 51 shelving units (5'W x 24"D x 7'H). Contractor will need to unload the contents onto carts, disassemble shelving units, safely transport shelf contents and shelving units to the appropriate destination in the new facility, reassemble shelving units, and reload contents onto the shelving units. **See photo #2 for an example.**
    - 1-5.4.2. Contractor will also load and transport additional boxes of cassette tapes, three (3) file cabinets, and miscellaneous items to the appropriate destination in the new facility. **See photo #3 for an example.**

1-5.5. Records and files from Clerk's Office

- 1-5.5.1. Contractor will load 910 linear feet of files onto carts that will then be transported to the appropriate destination at the new facility. Contractor will unload 910 linear feet of files onto new shelving that is already in place at the new facility. **See photo #4 for an example of the type of files to be moved and re-shelved.**
- 1-5.5.2. Contractor will move two (2) microfilm cabinets (2'W x 30"D x 5'H) to the appropriate destination at the new facility. **See photo #5 for an example.**
- 1-5.5.3. Contractor will move one (1) CD/microfilm cabinet (28"W x 32"D x 38"H) to the appropriate destination at the new facility.
- 1-5.5.4. Contractor will move index card shelves (36"W x 13"D x 7'H) to the appropriate destination at the new facility.
- 1-5.5.5. Contractor will move the contents of the supply closet which consists of four (4) smaller shelves with miscellaneous supplies to the appropriate destination at the new facility.

1-5.6. Basement Room Storage:

- 1-5.6.1. Contractor will move approximately Fifty-four (54) boxes of files and approximately four-hundred nineteen (419) boxes of tapes to the appropriate destination at the new facility. **See photos #8 & #9 for an example.**

1-5.7. Evidence Room:

- 1-5.7.1. Contractor will move miscellaneous boxes of evidence to the appropriate destination at the new facility. **See photos #10 & #11 for an example.**

1-6. Prior to the move date, Court employees will be responsible for boxing up their personal items and office contents (in boxes/bins provided by the Contractor two weeks prior to the scheduled move date). On the day(s) of the move, it will be the responsibility of the contractor to move these boxes to the appropriate destination where Court employees will unpack them.

1-7. Technological Equipment (i.e. computers, monitors, scanners, and other peripherals) will be disconnected from the power source and internet connections by Court personnel and will be sitting on the desks ready to be moved by the Contractor to the appropriate destination at the new facility. Contractor will be responsible only for moving items to their appropriate destination, not for unplugging, disconnecting, reconnecting, or making them operable once delivered. Court personnel will reconnect and make the computers and peripherals operable once delivered to the appropriate destination at the new facility.

1-8. The Contractor will not be required to handle, store, or transport hazardous materials.

2- Protection of Property:

2-1. The Contractor will ensure that Court and/or County-owned property is properly prepped and protected for safe moving at all times. Finishes of furniture, millwork, flooring, walls, doors, ceilings, stairways, and windows must retain their pre-move

appearance and function. Dollies, carts, and other conveyance devices or equipment provided by Contractor shall be free of grease, oil, etc. to prevent stains on carpeting and flooring, including any appurtenances or apertures that may scratch or mar flooring and walls.

- 2-2. Proper equipment and/or vehicles must be utilized for transport. The Contractor assumes all responsibility for damaged or lost property during the moving process and must resolve any such issues within 30 days of discovery through replacement, repair, or reimbursement. The Contractor must work with the CEO in doing so. In no event will the 5<sup>th</sup> JDC be responsible for any damages to any of the Contractor's equipment, either lost, damaged, destroyed, or stolen.
- 2-3. Temporary overnight truck/trailer storage may be utilized if time or resource constraints do not permit unloading a truck/trailer until the next workday. The truck/trailer must be secured and staged in an area approved by the CEO or his designee. No Court-owned property may remain in the Contractor's truck/trailer overnight.
- 3- Safety:
  - 3-1. The Contractor will perform all work in a safe manner, adhering to OSHA and/or DOT guidelines and utilize proper techniques and equipment in order to preserve the safety of Court and/or County personnel, contractors, and visitors. At no time will the contractor perform any act that is unsafe.
  - 3-2. The Contractor will be responsible for closing off any areas to pedestrian traffic during the movement of aforementioned items to prevent potential injury to bystanders, especially when large or heavy equipment is being moved or used. The CEO or his designee will work with the contractor to prepare notification to Court and/or County personnel, contractors, and visitors, if necessary.
  - 3-3. Contractor vehicles must not park in fire lanes, on sidewalks, in landscaped areas, or any area not intended for vehicles.
- 4- Damage to Property:
  - 4-1. The Contractor shall preserve from damage all property along the line of work or which is in the vicinity of or is in any way affected by the work. This applies to, but is not limited to, public and private property, vehicles, utilities, trees, shrubs, signs, grounds including sprinkler systems, etc. Whatever such property is damaged due to the activities of the Contractor, shall be immediately restored to a condition equal to or better than that which existed before such damage occurred and shall be performed at the Contractor's expense.
- 5- Communication and Authorization:
  - 5-1. An appointed Project Manager will be the single contact point for the Contractor during the contract period. This manager will provide direction, coordination, and authorization for all questions or requests made by the Contractor.



- 5-2. The Contractor shall, at all times, provide a working lead person who shall be responsible to accept and execute such instructions as are conveyed by the Project Manager during the contract period. This person shall have the responsibility to coordinate the move with the other Contractor employees. Instructions conveyed verbally or in writing by the Project Manager shall be binding upon the Contractor.
- 6- Personnel:
- 6-1. All work must be performed by skilled, experienced personnel, directly employed, supervised, and trained to work with materials and equipment of the trade in a safe and workmanlike manner. All complaints shall be handled through the Project Manager. At the request of the Court, the Contractor shall replace any person in its employ deemed by the Court to be unqualified to perform the work. The Court and the Contractor shall each be promptly notified by the other of any complaints received.
- 7- Cleanup:
- 7-1. The Contractor will be responsible for cleanup of any and all materials directly used by the Contractor during the moving process. This includes but is not limited to Contractor installed wall and floor protection, padding, and wrapping materials. This does not include any boxes or packing materials used or provided by any Court employee.
- 8- Experience & References:
- 8-1. Bidders must submit a one to two page letter describing their experience with moving services. Optional marketing materials and related documents may also be submitted in support of the experience letter.
- 8-2. Bidders must submit at least three references for whom the vendor has performed moving services within the last three years. Include names, titles, current phone numbers, and email addresses of viable reference candidates.
- 9- Section 13-1-191.1 NMSA 1978 required prospective contractor to complete a standard Campaign Contribution Disclosure Form submitted to the agency on the date the contractor signs the contract.
- 10- Agree to a contract provision that unjustified failure to meet delivery requirements by either party to the contract may result in liability for liquidated damages in an amount equal to .5% per annum of the total contract.

## **G. GENERAL RFP REQUIREMENTS**

- Acceptance of Conditions Governing the Procurement:
  - a. Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal. Submission of a proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
- Incurring Cost:

- a. Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstrate proposed equipment and/or system shall be borne solely by the Offeror.
- Prime Contractor Responsibility:
  - a. Any SPA that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of any contract with a state agency that may derive from this RFP. The state agency hiring a vendor from the SPA will make payments only to the prime contractor.
- Subcontractors:
  - a. The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the SPA whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the state agency hiring from the SPA before any subcontractor is used during the term of this agreement.
- Amended Proposals:
  - a. An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be identified clearly as such in the transmittal letter. The State agency personnel will not merge, collate, or assemble proposal materials.
- Offerors Rights to Withdraw Proposal:
  - a. Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative. The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.
- Proposal Offer Firm:
  - a. Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.
- Disclosure of Proposal Contents:
  - a. The proposals will be kept confidential until negotiations are completed by the 5<sup>th</sup> JDC. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978, §57-3A-1 through §57-3A-7. The price of products offered or the cost of services proposed shall not be designated as proprietary or

confidential information. If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, SPD shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

- No Obligation:
  - a. This procurement in no manner obligates the State or any of its agencies to the use of Offeror's services until a valid written contract is awarded and approved by appropriate authorities.
- Termination:
  - a. This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when SPD determines such action to be in the best interest of the State.
- Sufficient Appropriation:
  - a. Any SPA or contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be effected by sending written notice to the contractor. The State agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.
- Legal Review:
  - a. The State agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror concerns must be provided promptly in writing to the attention of the Procurement Manager.
- Governing Law:
  - a. This procurement and any agreement with an Offeror that may result from this procurement shall be governed by the laws of the State.
- Basis for Proposal:
  - a. Only information supplied, in writing, by the State agency through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals. Current and updated information regarding this procurement is available on the SPD website at <https://fifthdistrictcourt.nmcourts.gov/request-for-proposals/>
- Contract Terms and Conditions:
  - a. The contract between a State agency using the contract and the associated contractor will follow the format specified by the State agency and contain the terms and conditions set forth in "State of New Mexico." The contracting state agency reserves the right, however, to negotiate with an Offeror provisions in addition to those contained in this RFP. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of the resultant Contract. Should an Offeror object to any of the terms and conditions in APPENDIX C, Statewide Price Agreement Terms and Conditions, the Offeror must propose specific alternative language. The State agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or

attempts at complete substitutions are not acceptable to the State agency and will result in disqualification of the Offeror's proposal. Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

- Offeror's Terms and Conditions:
  - a. Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the State agency.
- Contract Deviations:
  - a. Any additional terms and conditions, which may be the subject of negotiation, will be discussed only between the State agency and the Offeror selected from the SPA and shall not be deemed an opportunity to amend the Offeror's proposal.
- Offeror Qualifications:
  - a. The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, §§13-1-83 and 13-1-85.
- Right to Waive Minor Irregularities:
  - a. The Evaluation Committee reserves the right to waive minor irregularities as well as mandatory requirements, provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and that the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.
- Change in Contractor Representatives:
  - a. The State agency reserves the right to require a change in contractor representatives if the assigned representatives are not, in the opinion of the State agency, meeting its needs adequately.
- Notice:
  - a. The Procurement Code, NMSA 1978, §13-1-28 through §13-1-199, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.
- State Agency Rights:
  - a. The State agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.
- Right to Publish:
  - a. Throughout the duration of this procurement process and contract term, Offerors and contractors must secure written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or state agency contracts deriving from this procurement from SPD and the Contract Lead. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the SPA.
- Ownership of Proposals:
  - a. All documents submitted in response to the RFP shall become property of the State.

- Confidentiality:
  - a. Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of SPD. The Contractor(s) shall agree to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without first procuring SPD's written permission.
- Electronic mail address required:
  - a. A large part of the communications regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have and provide a valid e-mail address to receive this correspondence. (See also, Section II.B.5, Response to Written Questions).
- Use of Electronic Versions of this RFP:
  - a. This RFP is being made available by electronic means. If accepted by such means, the Offeror acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the SPA, the version maintained by the SPA shall govern. Refer to:  
<https://fifthdistrictcourt.nmcourts.gov/request-for-proposals/>
- New Mexico Employees Health Coverage:
  - a. For all contracts solicited and awarded on or after January 1, 2008: If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to: Best Value Procurement Guide – Part 1 13a (a) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2008, if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed one million dollars or; (b) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2009, if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$500,000 dollars or (c) have in place, and agree to maintain for the term of the contract, health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010, if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
  - b. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
  - c. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information  
<http://insurenwmexico.state.nm.us/>.
  - d. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without

specific limitations on quantity and providing for an indeterminate number of orders to be placed against it), these requirements shall apply the first day of the second month after the Offeror reports combined sales (from State and, if applicable, from LPBs if from a state price agreement) of \$250,000, \$500,000 or \$1,000,000.

- Campaign Contribution Disclosure Form:
  - a. Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (See APPENDIX B) as a part of its proposal. This requirement applies regardless of whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor. Failure to complete and return the signed, unaltered form will result in disqualification.
- Pay Equity Reporting Requirements:
  - a. If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract. Best Value Procurement Guide – Part 1 14a Should Offeror not meet the size requirement for reporting at contract award but subsequently grows so that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement. Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee-size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractors not meet the size requirement for reporting at contract award but subsequently grow such that they meet or exceed the size requirement for reporting, Offeror will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor's meeting or exceeding the size requirement.
- Disclosure Regarding Responsibility:
  - a. Any prospective Responsible Bidder/Offeror (hereafter Offeror) and/or any of its Principals who seek to enter into a contract greater than twenty thousand dollars (\$20,000.00) with any State agency or LPB for professional services, tangible personal property, services, or construction agrees to disclose whether they, or any principal of their company:
    - i. are presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, State agency or LPB;
    - ii. have, within a three-year period preceding this offer, been convicted of or had civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract; violation of federal or state antitrust statutes related to the submission of offers; or commission in any federal or state jurisdiction of embezzlement, theft,

- forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of federal criminal tax law, or receiving stolen property;
- iii. are presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with, commission of any of the offenses enumerated in paragraph 2 of this disclosure.
  - iv. have, preceding this offer, been notified of any delinquent federal or state taxes in an amount that exceeds \$3,000.00, of which the liability remains unsatisfied
    - 1. Taxes are considered delinquent if both of the following criteria apply:
      - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge.
      - b. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
    - 2. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and Best Value Procurement Guide – Part 1 15a required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
  - v. Have, within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities. The Offeror shall provide immediate written notice to the Procurement Manager or Buyer if, at any time prior to contract award, the Offeror learns that its disclosure was erroneous when submitting or became erroneous by reason of changed circumstances. A disclosure that any of the items in this requirement exist will not necessarily result in withholding an award under this solicitation. However, the disclosure will be considered in the determination of the Offeror's responsibility. Failure of the Offeror to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
  - vi. Nothing contained in the foregoing shall be construed to require establishing a system of records in order to render in good faith the disclosure required by this document. The knowledge and information of an Offeror is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts. If, during the performance of the contract, the contractor is indicted for

or otherwise criminally or civilly charged by any government entity (federal, state, or local) with commission of any offenses named in this document the contractor must provide immediate written notice to the Procurement Manager or Buyer. If it is later determined that the Offeror knowingly rendered an erroneous disclosure, in addition to other remedies available to the government, the SPA or Central Purchasing Officer may terminate the involved contract for cause. Still further, the SPA or Central Purchasing Officer may suspend or debar the contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

- Conflict of Interest:
  - a. The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance or services required under the Agreement. The Offeror certifies that the requirements of the Governmental Conduct Act, NMSA 1978, §10-16-1 through §10-16-18, regarding contracting with a public officer or state employee or former state employee have been followed.
- Protests:
  - a. Any protest by an Offeror must be timely and in conformance with NMSA 1978 §13-1-172 and applicable procurement regulations. Pursuant to NMSA 1978 §13-1-172, ONLY protests delivered directly to Kennon Crowhurst, CEO, in writing and in a timely fashion will be considered to have been submitted properly and in accordance with the statute, rule and this Request for Proposal. The 15-calendar day protest period shall begin on the day following the award of contract and will end at 5:00 p.m. Mountain Standard Time on the 15<sup>th</sup> day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below.
  - b. The protest must be delivered to:

Mailing Address: Kennon Crowhurst, Chief Executive Officer  
Fifth Judicial District Court  
P. O. 1776  
Roswell, New Mexico 88202-1776

Physical Address: Kennon Crowhurst, Chief Executive Officer  
Fifth Judicial District Court  
400 N. Virginia St.  
Roswell, NM 88201

Protests received after the deadline will not be accepted.



- **Revisions and Withdrawals**

If it becomes necessary to revise any part of the RFP or if additional information is needed to clarify any provision of the RFP, the revision and/or additional information shall be provided to all persons who receive the RFP packet. All persons intending to make an offer shall provide written acknowledgment of receipt of any revisions or supplements. The 5<sup>th</sup> JDC shall not issue a revision or supplement to the RFP before the deadline set for the receipt of proposals, unless the 5<sup>th</sup> JDC extends the deadline.

Applicants may revise or withdraw their proposal before the proposal submission deadline date and time by delivering written notice to:

Mailing Address: Kennon Crowhurst, Chief Executive Officer  
Fifth Judicial District Court  
P. O. 1776  
Roswell, New Mexico 88202-1776

Physical Address: Kennon Crowhurst, Chief Executive Officer  
Fifth Judicial District Court  
400 N. Virginia St.  
Roswell, NM 88201

The revision or withdrawal must be signed by the person submitting the proposal.

- **Deadline to Submit Written Questions**

Potential Offeror's may submit written questions to the Court Executive Officer as to the intent or clarity of this RFP until Friday, December 17, 2021 at 4:00 p.m. Mountain Standard Time as indicated in the sequence of events. Questions shall be clearly labeled and cite the Sections(s) in the RFP or other document which form the basis of the question.

- **Response to Written Questions**

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offeror's whose organization name appears on the procurement distribution list. An email copy will be sent to all Offeror's that provide Acknowledgement of Receipts Forms.

- **Pre-Proposal Conference**

A Pre-Proposal Conference will be held on Tuesday, December 14, 2021 at 1:00 PM MST at the Lea County District Courthouse, 100 N. Main St., Lovington, NM 88260 to allow prospective bidders to evaluate the locations and the amount/types of items that will be moved from one location to the other location. Attendance at this pre-proposal conference is voluntary and not required of

prospective bidders.

- **Contract Term**

If awarded, the term of the contract will be a one-time contract with no expectation of an extension.

- **PROPOSAL FORMAT AND SUBMISSION**

The original proposal **plus** one (1) copy of an applicant's proposal and submitted to:

Kennon Crowhurst, Court Executive Officer  
Fifth Judicial District Court  
400 N. Virginia St.  
P.O. Box 1776  
Roswell, NM 88202-1776

**THE ENVELOPE CONTAINING THE PROPOSAL MUST BE CLEARLY MARKED AS FOLLOWS: “RFP Moving Services – 5<sup>th</sup> JDC Lea County Judicial Complex #235-22-01”**

**The RFP packet must be received no later than 4:00 p.m. on Wednesday, December 29, 2021.** The 5<sup>th</sup> JDC will post the date and time of each proposal received immediately upon receipt. All proposals received before the proposal submission deadline will be kept in a secure location until the deadline.

Proposals shall be signed and sealed, and envelopes or boxes containing proposals are to be marked. Mark the sealed envelope with the applicant's address, telephone, fax, and email. Also, identify the RFP, **(RFP Moving Services - 5<sup>th</sup> JDC Lea County Judicial Complex #235-22-01)**.

Faxed or e-mailed proposals will **not** be accepted.

Applications must be received by the above receipt date and time to be accepted for review. Requests for extensions of this deadline shall not be granted. Proposals received after the above receipt date and time will not be accepted and will be returned to the applicant unopened.

**A. The Letter of Transmittal must accompany the RFP and must:**

- (1) Identify the RFP **(RFP Moving Services 5<sup>th</sup> JDC Lea County Judicial Complex #235-22-01)**;
- (2) Identify the applicant;
- (3) Identify the applicant's address, telephone, fax, and email (if applicable);
- (4) Indicate the date of the proposal and the deadline for submission;
- (5) Explicitly indicate acceptance of all requirement, specification, terms, and

- provisions set forth in this request for proposal; and
- (7) Acknowledge receipt of any and all amendments to this RFP;

Any proposal that does not adhere to this format and does not address each specification and requirement within the entire RFP may be deemed non-responsive and rejected on that basis. All material submitted in response to this RFP become the property of the State of New Mexico and the 5<sup>th</sup> JDC.

Each offeror, by making a proposal, represents that the offeror has read and understands all the proposal requirements and the proposal thereby submitted.

- **EVALUATION OF PROPOSALS**

A representative of the 5<sup>th</sup> JDC will open the proposals immediately after the deadline and will record them in the proposal log. The representative will perform a preliminary review of the proposals to determine compliance with the mandatory requirements of the RFP. Representatives of the 5<sup>th</sup> JDC will review all proposals and evaluate each according to the evaluation criteria.

The contents of any proposal shall be kept confidential during the evaluation process.

After the selection of a proposal, the register of proposals shall be open to public inspection. An applicant may request in writing non-disclosure of confidential data. Such data shall accompany the proposal and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

All proposals received by the 5<sup>th</sup> JDC on or before the submission deadline shall become the property of that office and shall not be returned to the applicant. The 5<sup>th</sup> JDC shall have the right to use any or all ideas contained in the proposal. Acceptance or rejection of a proposal shall not affect this right.

All proposals submitted to 5<sup>th</sup> JDC will be evaluated according to an established set of weighted evaluation factors. A proposal review team shall evaluate each proposal using the following weighted criteria. It is important that the proposal address each item in sufficient detail to provide the best possible evaluation. Proposals should be clear and concise and written in plain, easy to understand language. Proposals should adhere to the numbering format used in the RFP.

The proposal evaluation criteria will be based on one hundred (100) points.

The following areas will be rated against the total points as indicated:

1. **Bidder's experience in performing moves such as the one described in this RFP (5 points)**
2. **Bidder's ability to mobilize and complete the move within the specified time (5 points)**

3. Staff experience and training (5 points)
4. Total number of years' experience for your firm in performing professional moves (5 points)
5. Brief description of how your firm will complete the scope of work including provisioning of and delivery of plastic closeable bins, boxes, machine carts, and library carts to the facility two weeks prior to the move, a description of other equipment needed to adequately perform this move, and an overall plan of accomplishing the move in a timely and efficient manner (20 points)
6. Listing of three (3) professional references of similar moves, including name, phone numbers, and email addresses (5 points)
7. Resident Business and/or Resident Veteran's Business Preference pursuant to 13-1-21 and/or 13-4-21 NMSA 1978 (5 points)
8. Cost (50 points)

- **NOTIFICATION OF SELECTION AND REJECTION**

The 5<sup>th</sup> JDC will send an award letter to the successful offeror and will send regret notifications to unsuccessful offerors.

**LETTER OF TRANSMITTAL**

RFP:

APPLICANT:

TELEPHONE:

FAX:

E-MAIL:

PROPOSAL DATE:

PROPOSAL DATE:

PROPOSAL DEADLINE:

FEDERAL TAX NUMBER:

NM GROSS RECEIPTS TAX NUMBER:

ACCEPTANCE:

ACKNOWLEDGMENTS:

### **CERTIFICATION**

The proposer understands that the Fifth Judicial District Court reserves the right to reject any or all proposals and to waive any irregularities in order to award the proposal in the best interest of the State of New Mexico.

I hereby certify that I am authorized to act on behalf of the company making this proposal and that all statements made in this document are true and correct to the best of my knowledge.

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(Signature)

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(Date)

## **Campaign Contribution Disclosure Form**

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

(Attach extra pages if necessary)

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (position)

—OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

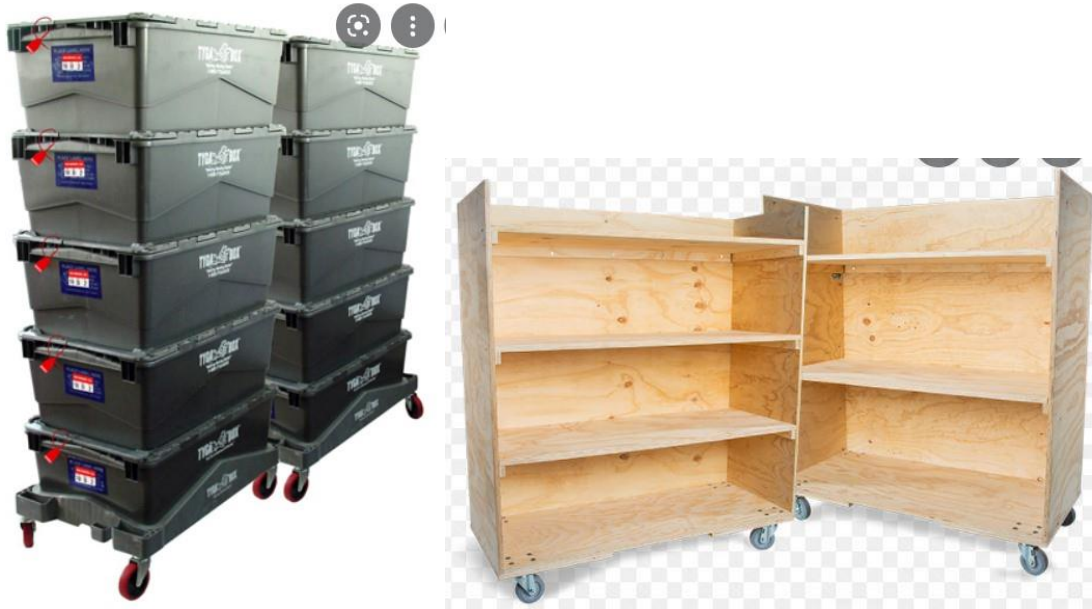
\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Title (Position)



## PHOTOS OF EQUIPMENT EXPECTED TO BE DELIVERED TWO WEEKS PRIOR TO MOVE DATE

Photo #1 (Bins, Dollies, and Library Carts expected to be provided per this RFP)



## PHOTOS OF LEA DISTRICT COURT CLERK'S OFFICE, STORAGE ROOMS, AND SUPPLY CLOSET



Photo #2 (3<sup>rd</sup> Floor Storage Room) Contains 51 Shelving Units 5'W x 24"D x 7'H



Photo #3 (3<sup>rd</sup> Floor Storage Room) Filing Cabinets and Boxes of Tapes





Photo #4 (Clerk's Office Area) 910 Linear Feet of Files (Files only, Shelving Will Remain)



Photo #5 (Clerk's Office Area) Microfilm Cabinets, Qty 2, 2'W x 30" x 5'H



Photo #6 (Clerk's Office Area)

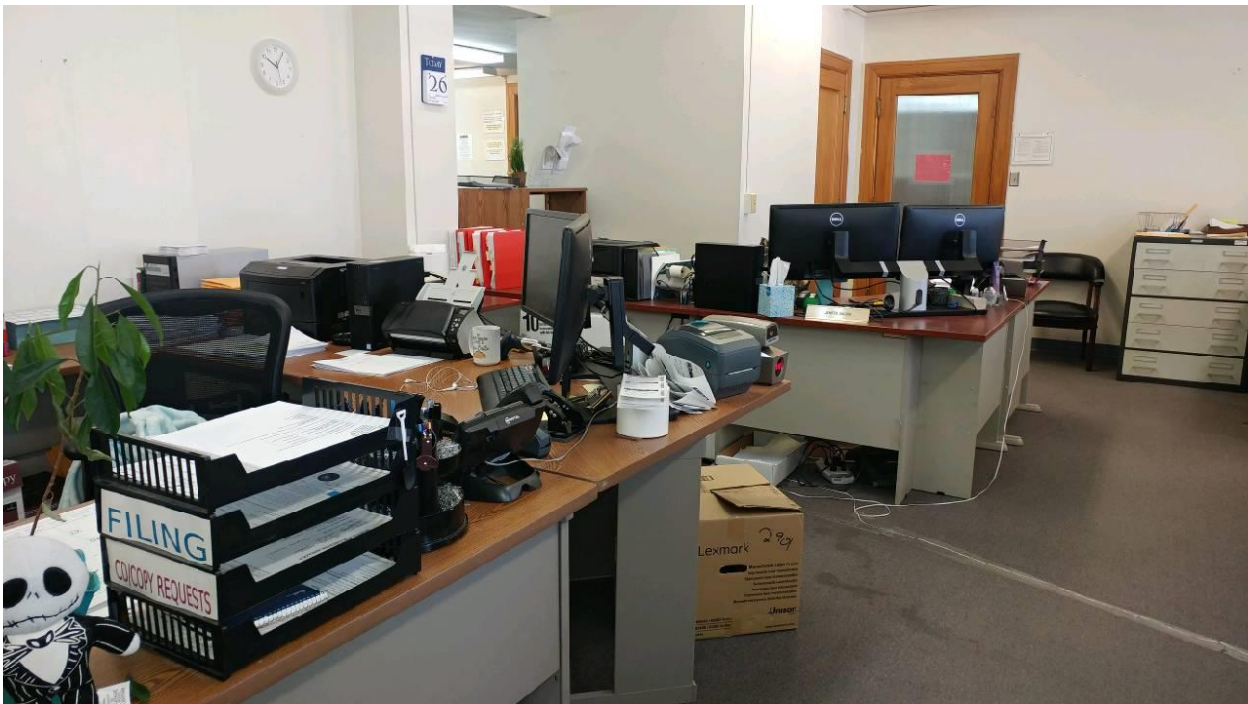


Photo #7 (Clerk's Office Area)





Photo #8 (Basement Storage Area) ~54 boxes of files, ~419 boxes of tapes



Photo #9 (Basement Storage Area) ~54 boxes of files, ~419 boxes of tapes X



Photo #10 (Evidence Room)



Photo #11 (Evidence Room)